

REMARKS:

Applicants note that this response uses the new revised format for amendments set forth at <http://www.uspto.gov/web/offices/pac/dapp/opla/preognotice/revamdtprac.htm>.

Claims

After entry of this response, claims 39 to 57 will be pending. Claims 39 to 55 have been amended, and claims 56 and 57 have been added. Claim 39 is the independent claim. Reconsideration and further examination are respectfully requested.

Claim Rejections

Claims 39 to 51, 53 and 55 were rejected under 35 U.S.C. § 102(e) as allegedly anticipated by U.S. Patent No. 5,794,207 (Walker). Claims 52 and 54 were rejected under § 103(a) over Walker in view of U.S. Patent No. 5,561,797 (Gilles).

Withdrawal of Previous Arguments

Applicants hereby withdraw all previous arguments made in this case with respect to the applied Walker and Gilles patents as moot. In view of the Office Action, these arguments have not persuaded the Examiner and are therefore immaterial to the disposition of the case.

Discussion of Claims

Claim 39 is the sole pending independent claim. A “clean” version of this claim is reproduced below for the Examiner’s convenience:

39. A transaction server configured to process loan applications, said transaction server including:  
a database of pending loan applications, said database configured to include status information regarding said pending loan applications and to include a set of bids each of which is capable of being accepted by one

or more borrowers or brokers associated with at least one of said loan applications;

a network interface configured to provide communications between the transaction server and at least one client computer associated with a party to one of said pending loan applications;

a lending information generation mechanism configured to generate a loan profile for each of said loan applications;

a set of program modules each configured to cause the transactions server to provide one or more services to said at least one client computer; and

a role validation mechanism configured to provide access to one or more of the set of program modules responsive to said party.

The applied art, alone or in combination, is not seen to disclose or to suggest the foregoing features of claim 39, at least with respect to a database that includes a set of bids each of which is acceptable by one or more borrowers or brokers associated with at least one loan application.

In more detail, Walker was cited for disclosing a database of loan applications. In Walker, buyers make purchase offers, and sellers can bind the buyers to a contract based on the purchase offers. According to Walker, “a key element necessary to achieve a critical mass of seller participation ... is the seller’s ability to bind a buyer to a legal contract under the terms of the buyer’s posted offer” (Walker, col. 4, lines 13 to 16). Thus, one object of Walker is to “allow a seller who meets the terms of [a] purchase offer to bind [a] buyer to accept the seller’s fulfillment of that offer” (Walker, col. 7, lines 36 to 38).

Applicants submit that neither Walker’s posted offers nor Walker’s binding acceptances of those offers are equivalent to the claimed acceptable bids. Walker’s offers clearly are not equivalent to bids. Likewise, the concepts of “binding” and “acceptable” are not only different from each other, but in Applicants’ view, mutually exclusive. A binding action obviates any choice, whereas an acceptable bid is clearly one in which some degree of choice is present (i.e., the choice to accept or not to accept).

Applicants do note that Walker uses the term “bid” in the example at col. 32, lines 3 to 15. However, the “bid” is in the context of a binding “bid.” The specific language used in Walker is the following: “First bid below maximum will bind.” Applicants submit that this binding “bid” is not at all equivalent to the acceptable bids recited by claim 39.

Thus, Walker is not seen to disclose bids that are acceptable by one or more borrowers or brokers associated with at least one loan application. It necessarily follows that Walker does not disclose a database that includes such bids, as recited by claim 39.

Applicants have reviewed Gilles, which was applied against certain ones of the dependent claims, and see nothing in that reference that remedies the foregoing deficiencies of Walker.

Furthermore, even if Gilles or some other reference teaches the acceptable bids recited by claim 39, Applicants submit that combining Walker with such teachings would be improper. One of the intended purposes of Walker appears to Applicants to be enabling sellers to bind buyers to their offers. A key principle of operation in Walker appears to Applicants to be the use of binding “bids” to accomplish this purpose. Thus, Applicants submit that a modification of Walker to make the bids non-binding would both render Walker unsatisfactory for this intended purpose and change a key principle of operation of Walker. Such a combination of references would be improper. See MPEP § 2143.01 (“The proposed modification cannot render the prior art unsatisfactory for its intended purpose,” and “[t]he proposed modification cannot change the principle of operation of a reference.”).

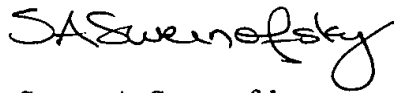
In view of the foregoing, claim 39 is believed to be allowable over the applied art. The remaining claims depend directly or indirectly from claim 39 and therefore also are believed to be allowable for at least the same reasons. Such an indication is respectfully requested.

Closing

In view of the foregoing amendments and remarks, the entire application is believed to be in condition for allowance, and such action is respectfully requested at the Examiner's earliest convenience.

Applicants' undersigned attorney can be reached at (614) 486-3585. All correspondence should continue to be directed to the address indicated below.

Respectfully submitted,



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